



ANNO QUARTO & QUINTO

# GULIELMI IV. REGIS.

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## *Cap. 25.*

An Act for vesting Part of the settled Estates in the County of *York*, devised by the Will of *Henry Peirse* Esquire, deceased, in Trustees, upon Trust to sell, and to apply the Monies arising therefrom, under the Direction of the High Court of Chancery, in the Purchase of other Estates to be settled to the same Uses, with Power to pay off Incumbrances.

[27th *June* 1834.]

**W**HEREAS *Henry Peirse*, late of *Bedale* in the County of *York*, Esquire, duly made and published his last Will and Testament in Writing, bearing Date on or about the Thirtieth Day of *October* One thousand eight hundred and twenty, and thereby, after reciting that previous to his Marriage with his then late Wife the Honorable *Charlotte Grace Monson* Spinster certain Sums of Thirteen thousand Pounds, Two thousand Pounds, and Five thousand Pounds, making together the Sum of Twenty thousand Pounds, were settled or secured for the Portions of their younger Children, payable after his Decease, and that in the Events which had happened his Three Daughters by her became entitled to vested Interests therein in equal Shares; and reciting that upon the Marriage of his eldest Daughter *Charlotte* with *Inigo Thomas* he

Will of H.  
Peirse, Esq.  
30 Oct. 1820.

[*Private.*]



executed a Mortgage to certain Trustees of his Estates in the Parish of *Bedale* aforesaid, or some adjoining Parishes, for a Term of Five hundred Years, for securing the Sum of Twenty thousand Pounds as the Marriage Portion of his said Daughter *Charlotte*, payable at the Expiration of Six Calendar Months after her Marriage, and upon and for certain Trusts and Purposes declared by the Settlement made in contemplation of the said Marriage concerning the same, and that in consideration thereof it was agreed that he should have or become entitled to all his said Daughter *Charlotte's* Share (as well original as by Survivorship) of the said first-mentioned Sum of Twenty thousand Pounds, and to an Assignment thereof, and of the Securities for the same, for his own Use and Benefit; and also reciting that the Mortgage so made by him to his said Daughter's Trustees was still subsisting; and reciting that his said Daughter *Charlotte* had departed this Life, leaving Issue of her Body by the said *Inigo Thomas* Two Daughters only, namely, *Charlotte Thomas* and *Georgiana Thomas*, of whom the said *Charlotte Thomas* had since also departed this Life; and reciting that upon the Marriage of his Daughter *Harriet Elizabeth* with Sir *John Poo Beresford* he executed a Mortgage for a Term of Years to certain Trustees of his Estates in *Birkby*, *Little Smeaton*, and *Lovesome Hill* in the North Riding of the said County of *York*, or some Part thereof, for securing the Sum of Thirteen thousand three hundred and thirty-three Pounds Six Shillings and Eight-pence Sterling, to be paid either in his Lifetime or within One Year after his Decease, and to carry Interest in the meantime, which Mortgage was still subsisting, and at the same Time his said Daughter *Harriet Elizabeth Peirse* (then *Beresford*) assigned to the same Trustees the Sum of Six thousand six hundred and sixty-six Pounds Thirteen Shillings and Four-pence, being her Third Part of the Sum of Twenty thousand Pounds settled on the said Testator's Marriage, as therein-before first mentioned; and reciting that his eldest Daughter *Mary Ann Peirse* continued entitled to the remaining One Third Part of the said Sum of Twenty thousand Pounds; the said Testator declared his Will to be, that the One Third Part of the said Portion Money of Twenty thousand Pounds to which he had become entitled as aforesaid should not be raised, but should sink into the Estates charged therewith, but the remaining Two Third Parts thereof (as well as the Two Sums of Twenty thousand Pounds and Thirteen thousand three hundred and thirty-three Pounds Six Shillings and Eight-pence, settled on the Marriages of his said Daughters *Charlotte Thomas* and Dame *Harriet Elizabeth Beresford*.) he directed to be considered as Parts of his Debts, and to be raised and satisfied accordingly in the Manner therein-after directed for raising Money for Payment of Debts; and the said Testator gave and devised all his Manors, Rectories, Advowsons, Messuages, Lands, Tenements, Tithes, Rents, and Hereditaments whatsoever, of or to which he or any Person or Persons in Trust for him was or were seised or entitled for any Estate of Inheritance at Law or in Equity, situate, lying, being, or arising in the North Riding of the County of *York*, or elsewhere, with their and every of their Rights, Members, and Appurtenances, (other than and except his Burgage Houses or Tenements, and Burgage Tofts or Frontsteads, and Parts or Shares of Burgage Houses or Tenements, and Burgage Tofts or Frontsteads, situate at or in *North-*  
*allerton*



*allerton* in the said North Riding, and also save and except the Messuages or Tenements, Farms, Lands, and Hereditaments specified or set forth in the First Schedule to his said Will, and the Plan therein referred to, and which were situated at or in *Little Smeaton* and *Birkby* aforesaid in the North Riding of the said County of *York*, and also except the Messuages, Farms, Lands, and Hereditaments respectively called *Lord's Moor Farm* in the said Parish of *Bedale* and *Synamire Farm* in the said Parish of *Northallerton*, which were specified and set forth in the Second Schedule to his said Will, and the Plans therein referred to, with their Appurtenances, which excepted Estates were therein-after otherwise devised and disposed of, subject nevertheless to such Mortgages or other Charges and Incumbrances as the said Manors and Hereditaments respectively, or any of them, were or was, or at the Time of his Decease should or might be, charged with or liable to, including the Charges therein-before mentioned,) to the Uses, upon and for the Trusts, Intents, and Purposes, and under and subject to the Powers, Provisoes, Declarations, and Limitations therein-after declared, expressed, and contained; (that is to say,) to the Use, Intent, and Purpose that his Daughter the said Dame *Harriet Elizabeth*, the Wife of the said Sir *John Poo Beresford*, and her Assigns, should yearly during her Life have, receive, and take, by and out of the said Manors, Rectories, Advowsons, Hereditaments, and Estates thereby devised, (except as before excepted,) one Yearly Rent Charge or Sum of Two thousand Pounds, free and clear of and from all Taxes, Charges, and Deductions whatsoever, as well Parliamentary as otherwise, then taxed, charged, or imposed, or thereafter to be taxed, charged, or imposed upon the said Manors and Hereditaments, or any Part thereof, or upon the said *Harriet Elizabeth Beresford* or her Assigns, for or on account thereof, or for or on account of the said Yearly Sum of Two thousand Pounds, or any other Matter, Cause, or Thing, the said Yearly Rent Charge or Sum to be paid and payable to the said *Harriet Elizabeth Beresford* at or in the Common Dining Hall of *Lincoln's Inn* in the County of *Middlesex*, by Half-yearly Payments, upon the Sixth Day of *April* and the Eleventh Day of *October* in every Year, by equal Portions, the first Payment thereof to be made on such one of the said Days as should first and next happen after his Decease; and subject to the said Yearly Rent Charge of Two thousand Pounds, and to the Remedies for the Recovery thereof therein-after given and reserved in case of default of Payment thereof, to the further Use, Intent, and Purpose that his the said Testator's Grand-daughter the said *Georgiana Thomas* and her Assigns should and might yearly during her Life have, receive, and take, by and out of the said Manors and Hereditaments thereby devised (except as before excepted), one Yearly Rent Charge or Sum of Five hundred Pounds, in like Manner to be free and clear of and from all Taxes, Charges, and Deductions whatsoever, to be paid and payable to the said *Georgiana Thomas* and her Assigns half-yearly at such Place and on such Days in every Year as therein-before mentioned and appointed for the Payment of the said Yearly Rent Charge therein-before limited in use to the said *Harriet Elizabeth Beresford*, the first Half-yearly Payment of the said Yearly Rent Charge of Five hundred Pounds to begin and be made upon such one of the said Days of Payment as should first happen after his



his Decease; with the usual Powers to the said *Harriet Elizabeth Beresford* and *Georgiana Thomas* respectively, or their respective Assigns, of Distress and Entry and Perception of Rents and Profits for enforcing the Payment of the said Yearly Rent Charges of Two thousand Pounds and Five hundred Pounds respectively; and as to, for, and concerning all and singular the said Testator's said Manors, Rectories, Advowsons, Messuages, Lands, Tenements, Tithes, Rents, and Hereditaments thereby devised (except as before excepted), subject to the said Yearly Rent Charges of Two thousand Pounds and Five hundred Pounds, and to such Remedies for the Recovery thereof respectively in case of Defaults in Payment of the same as aforesaid, to the Use of *William Walton* of *Lincoln's Inn* in the County of *Middlesex*, Esquire, Barrister at Law, and the Reverend *John Monson*, Son of the Honorable and Reverend *Thomas Monson* Clerk, their Executors, Administrators, and Assigns, for the Term of One hundred Years, to commence and be computed from the Day of the said Testator's Decease, without Impeachment of Waste, but nevertheless upon the Trusts, and under and subject to the Provisoes, Conditions, Declarations, and Agreements therein-after expressed and declared of and concerning the same; and from and after the Expiration or other sooner Determination of the said Term of One hundred Years, and in the meantime subject thereto and to the Trusts thereof, to the Use of the said Testator's said Daughter *Mary Ann Peirse* and her Assigns during her Life; with Remainder to the Use of the said *Thomas Monson* and *Richard William Christopher Peirse* of *Thimbleby Lodge* in the County of *York*, Esquire, and their Heirs, during the Life of the said *Mary Ann Peirse*, in Trust to preserve the contingent Remainders; with Remainder to the Use of the First and every other Son of the Body of the said *Mary Ann Peirse* successively in Tail Male; and in default of such Issue to the further Use, Intent, and Purpose that in case the said *Mary Ann Peirse* should leave any Husband her surviving, it should be lawful for such Husband and his Assigns, from and after the Decease of the said *Mary Ann Peirse*, and such Failure of Issue as last mentioned, and from thenceforth during his Life, to receive and take an Annuity or Yearly Sum of Two thousand Pounds, free and clear of and from all Taxes and Deductions, as therein-before expressed with reference to other Annuities, to be paid and payable by equal Half-yearly Portions on the Days and at the Place therein-before mentioned and appointed for Payment of other Annuities, and the first Payment thereof to be made on such one of the said Days as should happen first and next after the Commencement of the said Annuity; and for securing and enforcing Payment of which Annuity the said Testator directed that such Husband and his Assigns should have the like Powers of Entry, Distress, and Perception of such Rents and Profits of the Estates charged therewith as he had therein-before given for securing and enforcing Payment of other Annuities; and to the further Use, Intent, and Purpose that the said *Georgiana Thomas* and her Assigns should yearly during her Life receive and take out of the said Manors and Hereditaments thereby devised (except as before excepted), in addition to the Rent Charge or Sum of Five hundred Pounds therein-before limited in use to her as aforesaid, the further Yearly Rent Charge or Sum of One thousand five hundred Pounds, making together

ther the Rent Charge or Sum of Two thousand Pounds, free and clear of and from all Taxes, Charges, and Deductions whatsoever, and to be paid and payable to the said *Georgiana Thomas* and her Assigns half-yearly at such Place and on such Days in every Year, and with such Powers and Remedies for recovering and enforcing Payment of the same, as were therein-before appointed and given with respect to the aforesaid Rent Charge or Sum of Five hundred Pounds, and the first Payment thereof to be made on such one of the aforesaid Half-yearly Days as should happen next after the Determination or Failure of the preceding Uses and Limitations; and as to all and singular the said Testator's said Manors, Rectories, Advowsons, Messuages, Lands, Tenements, Tithes, Rents, and Hereditaments therein-before devised (except as before excepted), subject as therein-before mentioned, and also subject to the said additional Yearly Rent Charge of Two thousand Pounds, if any such should become payable, and to the said Yearly Rent Charge or Sum of One thousand five hundred Pounds, and to such Remedies for the Recovery thereof respectively as aforesaid, and to the aforesaid Term of One hundred Years, to the Use of the said Testator's youngest Daughter the said Dame *Harriet Elizabeth Beresford*, and her Assigns, during her Life; with Remainder to the Use of the said *Thomas Monson* and *Richard William Christopher Peirse* and their Heirs during the Life of the said Dame *Harriet Elizabeth Beresford*, upon Trust to preserve the contingent Remainders; with Remainder to the Use of the First and every other Son of the said Dame *Harriet Elizabeth Beresford* successively in Tail Male; and in default of such Issue, to the further Use, Intent, and Purpose that in case the said Dame *Harriet Elizabeth Beresford* should leave the said Sir *John Poo Beresford* or any other Husband her surviving, it should be lawful for him the said Sir *John Poo Beresford*, or such other Husband, and his Assigns, from and after the Decease of the said Dame *Harriet Elizabeth Beresford*, and such Failure of Issue as last mentioned, and from thenceforth during his Life, to receive an Annuity or Yearly Sum of Two thousand Pounds, free and clear of and from all Taxes and Deductions (as therein-before expressed with reference to other Annuities), to be paid by equal Half-yearly Portions on the Days and at the Place therein-before mentioned and appointed for Payment of other Annuities, and the first Payment thereof to be made on such one of the said Days as should happen first and next after the Commencement of the said Annuity; and for securing and enforcing Payment of which Annuity the said Testator directed that such Husband and his Assigns should have the like Powers of Entry and Distress and Perception of Rents and Profits of the Estates charged therewith as he had therein-before given for securing and enforcing Payment of other Annuities; and, subject thereto, to the Use of the said Testator's Grand-daughter the said *Georgiana Thomas*, and her Assigns, during her Life; Remainder to the Use of the said *Thomas Monson* and *Richard William Christopher Peirse* and their Heirs during the Life of the said *Georgiana Thomas*, upon Trust to preserve the contingent Remainders; with Remainder to the Use of the First and every other Son of the said *Georgiana Thomas* successively in Tail Male; and in default of such Issue, to the further Use, Intent, and Purpose that in case the said *Georgiana Thomas* should leave any Husband her surviving, it should be lawful for such Hus-

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band and his Assigns, from and after the Decease of the said *Georgiana Thomas* and such Failure of Issue as last mentioned, and from thenceforth during his Life, to receive and take an Annuity or Yearly Sum of Two thousand Pounds free and clear of and from all Taxes and Deductions, as therein-before expressed with reference to other Annuities, to be paid by equal Half-yearly Portions on the Days and at the Place therein-before mentioned and appointed for the Payment of other Annuities, and the first Payment thereof to be made on such one of the said Days as should happen first and next after the Commencement of the said Annuity; and for securing and enforcing Payment of which Annuity the said Testator directed that such Husband and his Assigns should have the like Powers of Entry, Distress, and Perception of Rents and Profits of the Estates charged therewith as he had therein-before given for securing and enforcing Payment of other Annuities; and, subject thereto, to the Use of all and every the Daughter and Daughters of the Body of the Testator's said Daughter the said *Mary Ann Peirse*, as Tenants in Common in Tail, with Cross Remainders in Tail between or among them, if more than One, as Tenants in Common; and if all such Daughters but One should die without Issue, or there should be but One such Daughter, to the Use of such only surviving or only Daughter in Tail; with Remainder to the Use of all and every the Daughter and Daughters of the Body of the Testator's said Daughter Dame *Harriet Elizabeth Beresford* as Tenants in Common in Tail, with Cross Remainders in Tail between or among them, if more than One, as Tenants in Common; and if all such Daughters but One should die without Issue, or there should be but One such Daughter, then to the Use of such only surviving or only Daughter in Tail; with Remainder to the Use of all and every the Daughter and Daughters of the Body of the Testator's said Grand-daughter the said *Georgiana Thomas* as Tenants in Common in Tail, with Cross Remainders in Tail between or among them, if more than One, as Tenants in Common; and if all such Daughters but One should die without Issue, or there should be but One such Daughter, then to the Use of such only surviving or only Daughter in Tail; with Remainder to the said Testator's own right Heirs for ever; and the said Testator did thereby declare that the said Term of One hundred Years therein-before limited to the said *William Walton* and *John Monson*, their Executors, Administrators, and Assigns, was so limited to them upon the Trusts therein mentioned for further securing the Payment of the aforesaid Yearly Rent Charges of Two thousand Pounds, Five hundred Pounds, and One thousand five hundred Pounds, thereby limited in use to the said Dame *Harriet Elizabeth Beresford* and *Georgiana Thomas*, and of any other Annuity or Annuities which should or might arise or become payable under the said Will; with a Proviso for making void the said Term of One hundred Years when all and every the Trusts thereof should have been performed and satisfied, or have become unnecessary or incapable of taking effect, and the Costs and Charges of the Trustees of the same Term, their Executors, Administrators, and Assigns, in or about the Execution and Performance of the same Trusts, should have been paid and satisfied; and in the said Will were contained certain Powers for the said *Mary Ann Peirse* from Time to Time, during her Life, and after her Decease for every other Person who for the Time being should become



become entitled under the Uses and Limitations therein-before contained to an Estate for Life in Possession or in Reversion expectant only on the said Term of One hundred Years of and in the Manors and Hereditaments thereby devised and limited as aforesaid; to charge the said Manors and Hereditaments thereby devised (except as before excepted), or any Part or Parts thereof respectively, with a Portion or Portions for her or their Child or Children (other than or besides such Son or Sons as should or might eventually become entitled to the Freehold of the said Hereditaments and Premises under the Limitations therein-before contained), and with the Payment of such Yearly Sum or Sums of Money as therein mentioned, for the Maintenance and Education of such Child or Children for whom a Portion or Portions should be so provided as aforesaid, during his, her, or their Minority, and to limit, appoint, grant, demise, or devise the Hereditaments which it should be intended to charge with any such Portion Monies and Yearly Sum or Sums for Maintenance as aforesaid to any Trustee or Trustees for any Term or Number of Years, upon such Trusts and with such Powers for raising such Principal Monies and Yearly Sum or Sums respectively as to the Person making such Appointment or creating such Term should seem meet; and in the said Will were contained certain Powers of leasing and certain Powers of selling and exchanging any Part or Parts of the said Estates in the said Parish of *Bedale* thereby devised, with a Trust or Direction for laying out the Money to arise from any such Sale in the Purchase of other Hereditaments to be settled to the same Uses as the Hereditaments so sold would have been subject to, and a Trust or Direction in the meantime to place out the Money to arise by any such Sale in the Public Stocks or Funds, or upon Government or Real Security, and the Interest, Dividends, and Annual Proceeds thereof to be applied to such Persons and in such Manner as the Rents and Profits of the Real Estates to be purchased would go and be payable or applicable, and also a certain Power of raising Money by Mortgage for the Purpose of purchasing any Houses, Lands, or Hereditaments lying intermixed with or contiguous to any Part or Parts of the said Testator's devised Estates; and in the said Will was contained a Proviso that the Testator's said Daughters and Grand-daughter respectively, and their respective Husbands, and every other Person who under the Uses of his said Will should become seised or entitled by Purchase, and not by Limitation, of or to the Freehold in Possession, or immediate Possession, of and in the said devised Estates and Hereditaments, and the Husband of every such Person, being a Female, should within the respective Times therein mentioned take upon themselves and be called by the Surname of *Peirse* only, (unless he, she, or they should have any Peerage or Peerages,) and should from thenceforth style and write themselves, himself, or herself, in all Letters, Deeds, or Instruments, and upon all Occasions whatsoever, by that Surname alone, and also use and bear the Arms of *Pierse* as the same were used and borne by the said Testator alone; and every such Person should within the Period therein-before mentioned as applicable to his Case, or if there should be no Session of Parliament within that Period, then as early as might be in the Session of Parliament then next following, apply to Parliament for an Act to authorize him, her, or them in that Behalf; and if any Person or Persons thereby required to assume, use, and bear such Surname and Arms as aforesaid should



should refuse or decline to assume or use and bear such Surname or Arms within the Period or Periods therein-before limited for that Purpose, or should neglect to make such Application to Parliament as aforesaid within such Time or Period as aforesaid, or after having assumed, used, and borne the said Surname and Arms should afterwards discontinue to bear the same or either of them for the Space of Six Calendar Months, then and in any such Case the Use or Limitation by virtue of which the Person or Persons so refusing or neglecting should claim or be entitled to the said Estates respectively, or any Part thereof respectively, should cease, determine, and be absolutely void, and thereupon the next Remainder or Limitation therein-before limited should be accelerated and take effect as if the preceding Estate had determined by any other Means; provided that if the Person whose Estate should be determined by such Forfeiture as last mentioned should be Tenant for Life, with immediate Remainder to any Child or Children of his or her Body, and the Estate therein-before limited in use to the said *Thomas Monson* and *Richard William Christopher Peirse*, and their Heirs, as Trustees to preserve contingent Remainders, should thereupon take effect in Possession, then and in such Case they the said Trustees and their Heirs should, instead of permitting the Person so forfeiting to receive the Rents and Profits of the said Estates and Hereditaments during his or her Life, receive the same, and, after making all necessary Allowances and Payments thereout, and satisfying all Costs, Charges, and Expences incident to the said Trust, should lay out and invest the Residue thereof from Time to Time in such and the same Manner as was therein-before provided and directed with respect to Monies to be produced by Sale of the said devised Estates and Hereditaments under the Power of Sale therein-before contained; and the Rents and Profits, Interest and Yearly Proceeds, as well of the Real Estates to be purchased with such Trust Monies, as also of any Stocks, Funds, or Securities in or upon which the same should be laid out, should in like Manner be received and invested by the said Trustees (together with the resulting Income thereof) so as to form an Accumulation during the Life of the Person so forfeiting as aforesaid; and provided that in case at any Time during the Life of such Person as last aforesaid so forfeiting as aforesaid any Son of the Body of such Person should attain the Age of Twenty-one Years, and should assume and take such Surname and Arms, and make such Application to Parliament in that Behalf as therein-before were required, then it should be lawful for the said Trustees and their Heirs, and they were thereby required, on that Event happening, to surrender their Estate and Interest in the said Premises to such Son so attaining the Age of Twenty-one Years, and having taken such Surname and Arms, and applied to Parliament as aforesaid, in order to put an end to the Trust last therein-before declared, or otherwise to dispose thereof as such Son should direct; and the said Testator gave and devised all his Burgage Houses or Tenements, and Burgage Tofts or Frontsteads, and Parts or Shares of Burgage Houses or Tenements, and Burgage Tofts or Frontsteads, at or in *Northallerton* aforesaid, with the Rights, Privileges, and Appurtenances thereunto belonging, unto and to the Use of the said *Thomas Monson*, *Richard William Christopher Peirse*, and *William Walton*, their Heirs and Assigns for ever, in Trust that they the said *Thomas Monson*, *Richard*



*William Christopher Pierse*, and *William Walton*, or the Survivors or Survivor of them, their or his Heirs or Assigns, should, at the Request or with the Consent of the said *Mary Ann Pierse* during her Life, and after her Decease at the Request or with the Consent of the Person who should for the Time being be seised of or entitled to the Freehold in Possession or the next immediate Freehold of and in the said Manors, Estates, and Hereditaments therein-before devised and limited under the said Will, she, he, or they taking her, his, or their Estate or Interest by Purchase and not by Limitation, (to be signified in Writing under her, his, or their Hand and Seal or Hands and Seals, notwithstanding any Coverture which the said *Mary Ann Pierse*, or any such other Person as last mentioned, being a Female, might be under,) if and when such Person or Persons so entitled as aforesaid should be of the Age of Twenty-one Years or upwards respectively, but not otherwise, and when or if the Person or Persons respectively so entitled whose Consent was thereby made requisite should not be of the Age of Twenty-one Years or upwards, then with the Consent of his, her, or their Guardian or Guardians, make and execute any Deed or Deeds of Conveyance or other Assurances of all or any of the said Burgage Houses or Tenements, and Burgage Tofts or Frontsteads, and Parts and Shares of Burgage Houses or Tenements, and Burgage Tofts or Frontsteads at *Northallerton* aforesaid, with the Rights, Privileges, and Appurtenances thereunto belonging, unto and to the Use of any Person or Persons, for such Estate or Estates and Interests, in Possession and not in Reversion or by Way of future Interest, as the said Trustees, or the Survivors or Survivor of them, their or his Heirs or Assigns (at such Request and with such Consent as aforesaid), should think proper; and as to the same Burgage Houses and Premises, subject and without Prejudice to the Trust therein-before declared, upon further Trust that the said Trustees, and the Survivors and Survivor of them, and the Heirs and Assigns of such Survivor, should stand seised of the same, and the Rents and Profits thereof, upon and for such Trusts, Intents, and Purposes, and under and subject to such Provisoes and Declarations as would correspond with the Uses and Limitations therein-before declared and expressed concerning the Freehold Estate and Hereditaments therein-before devised and settled (other than and except the Powers of charging and of leasing and of selling and exchanging the said Premises therein-before contained, none of which were to apply to the said Burgage Tenure Premises): And whereas the said *Henry Pierse* duly made and published a Codicil to his said Will, bearing Date on or about the said Thirtieth Day of *October* One thousand eight hundred and twenty, and thereby gave, devised, and bequeathed to the said *Sir John Poo Beresford*, the Right Honourable *William Lord Beresford* now Viscount *Beresford*, and the said *William Walton*, their Executors, Administrators, and Assigns, during the Life of *Caroline Prevost* (commonly called *Caroline Sollicofre*), of Number Three *Baker Street, Portman Square*, in the Parish of *Marylebone* in the County of *Middlesex*, One Annuity of Three hundred Pounds, to be paid by Quarterly Payments, and the first Payment to be made at the Expiration of Three Calendar Months to be computed from the Day of his Decease, and the same to be free of Legacy Stamp Duty and all

Codicil,  
30th October  
1820.

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other



other Deductions whatsoever ; and the said Testator declared that the said Annuity should be charged upon or payable out of all his Messuages, Lands, and Hereditaments devised by his said Will, (except such Hereditaments and Premises as were thereby directed to be sold, and also except the Rights of Presentation or Patronage of or to the Curacy of *Hutton Bonville* and the Church of *Bedale*, which were therein-after otherwise disposed of,) and that the said Sir *John Poo Beresford*, *William Lord Beresford*, and *William Walton*, their Executors, Administrators, and Assigns, should have the same Powers of Distress and Entry, and Perception of Rents and Profits of the Hereditaments charged with the said Annuity of Three hundred Pounds, for recovering the same when in arrear, as in the said Will he had given and created for securing and enforcing Payment of the several Annuities or Rent Charges thereby limited ; and the said Testator declared that the Trusts of the Term of One hundred Years, created by his said Will, should, as to the said Hereditaments, be extended to the enforcing and recovering Payment of the said Annuity or Yearly Rent Charge of Three hundred Pounds, in the same Manner as the said Term was by the said Will declared to be for securing and enforcing Payment of the Annuities or Yearly Rent Charges thereby limited ; and the said Testator declared that the said Sir *John Poo Beresford*, *William Lord Beresford*, and *William Walton*, their Executors, Administrators, and Assigns, should stand possessed of the said Annuity of Three hundred Pounds upon Trust to pay the same as it should from Time to Time become due and payable to such Person or Persons or in such Manner as she the said *Caroline Prevost* (commonly called *Caroline Sollicofre*) should by any Draft, Note, or Writing signed by her, notwithstanding any Coverture she might at any Time happen to be under, direct or appoint, but so as every such Appointment should relate only to so much of the said Annuity as at the Time of making the same should have become actually payable, or to Part thereof, and should not take effect by way of Anticipation ; and in default of such Direction or Appointment, or so often as none such should be made as to the unappointed Part or Parts of the said Annuity, from Time to Time, upon Trust that they the said Trustees, their Executors, Administrators, or Assigns, should pay the same from Time to Time into the proper Hands of the said *Caroline Prevost* otherwise *Sollicofre*, it being his Intention to settle the said Annuity for her separate Use, and so that the same might not be subject to the Debts, Controul, or Engagements of any Husband or Husbands to whom she might be married ; and the said Testator's Will was that the Receipt of her the said *Caroline Prevost* (otherwise *Sollicofre*), or the Delivery of any Draft, Note, or Writing signed by her as aforesaid, should be a good and sufficient Discharge to his said Trustees or Trustee, their or his Heirs, Executors, Administrators, or Assigns, for the said Annuity, or so much thereof as in such Receipt, Draft, Note, or Writing should be expressed to be received or directed to be paid ; and in case the said *Caroline Prevost* (otherwise *Sollicofre*) should happen to die between any of the Two Quarter Days on which her said Annuity should become payable, the said Testator's Will was that a due Proportion of her said Annuity in respect of so much of the current Quarter of the Year as should have expired previous to her Decease should be paid to her Executors or Administrators within Ten



Days next after her Decease, the same to be deemed Part of her Personal Estate; and the said Testator gave and bequeathed to the said Sir *John Poo Beresford*, *William Lord Beresford*, and *William Walton*, their Executors, Administrators, and Assigns, the Sum of Two thousand Pounds in Trust for the Daughter of the said *Caroline Prevost* (otherwise *Sollicofre*) commonly called by the Name of *Clara Peirse*, to be paid to her when she should attain the Age of Twenty-one Years, or on the Day of her Marriage under that Age; and the said Testator declared that the said Legacy of Two thousand Pounds should carry Interest at the Rate of Five Pounds *per Centum per Annum* from the Day of his Death, to be applied by his Trustees or Trustee for the Time being for the Maintenance and Education of the said *Clara Peirse*, or otherwise for her Benefit; and the said Testator bequeathed to the said last-named Trustees, their Executors, Administrators, and Assigns, the further Sum of Two thousand Pounds, with such Interest as aforesaid, in Trust for the Son of the said *Caroline Prevost* (otherwise *Sollicofre*) commonly called by the Name of *Charles Henry Peirse* (if and when he should attain the Age of Twenty-one Years), and the Interest of the said Legacy to be paid and applied for the Maintenance and Education of the said *Charles Henry Peirse* till he should attain the Age of Twenty-one Years; and the said Testator bequeathed to his said last-named Trustees, their Executors, Administrators, and Assigns, the further Sum of Two thousand Pounds, with such Interest as aforesaid, in Trust for the Son of the said *Caroline Prevost* (otherwise *Sollicofre*) commonly called by the Name of *Edward Peirse* (if and when he should attain the Age of Twenty-one Years), and the Interest of the said Legacy to be from Time to Time paid and applied by the said Trustees or Trustee for the Maintenance and Education of the said *Edward Peirse* until he should attain the Age of Twenty-one Years; and in case the said *Clara Peirse* should die under the Age of Twenty-one Years, and unmarried, or if either of them the said *Charles Henry Peirse* and *Edward Peirse* respectively should die under the Age of Twenty-one Years, the said Testator directed that the Legacy thereby intended for him or her so dying should be equally divided between the others of the said Legatees; and the said Testator thereby revoked the ultimate Remainder or Limitation contained in his said Will of the Estates thereby devised and settled to or in favour of his own right Heirs, and he gave, devised, and limited the said Manors, Estates, and Hereditaments (except as before excepted), and also except the aforesaid Rights of Patronage to the Curacy of *Hutton Bonville* and the Church of *Bedale*, (from and after the Determination or Failure of the Uses and Limitations in his said Will contained precedent to the said ultimate Remainder or Limitation,) to the Use of the said Sir *John Poo Beresford*, *William Lord Beresford*, and *William Walton*, their Executors, Administrators, and Assigns, for the Term of Two thousand Years, to be computed from the Day of the said Testator's Decease, upon the Trusts and for the Purposes and subject to the Proviso therein-after declared, expressed, and contained; with Remainder to the Use of the said *Edward Peirse* and his Assigns during his Life; with Remainder to the Use of the said *Thomas Monson* and *Richard William Christopher Peirse*, and their Heirs, during the Life of the said *Edward Peirse*, upon Trust to preserve the contingent Remainders; with



with Remainder to the Use of the First and every other Son of the Body of the said *Edward Peirse* successively in Tail Male; with Remainder to the Use of the Testator's own right Heirs for ever; and as to the said Term of Two thousand Years therein-before limited of the said Manors, Estates, and Hereditaments (except as before excepted), the said Testator declared that the same was so limited upon Trust that the said Sir *John Poo Beresford*, *William Lord Beresford*, and *William Walton*, their Executors, Administrators, and Assigns, should, within Twelve Calendar Months next after the said Term should have commenced in Possession, by selling, mortgaging, demising, or otherwise disposing of the said Manors, Estates, and Hereditaments, and with the Rents and Profits thereof in the meantime, or by any other lawful Means, levy and raise two Sums of Eight thousand Pounds and Eight thousand Pounds, clear of all Deductions whatsoever, together with Interest for the same at the Rate of Five Pounds *per Cent. per Annum* from the Time at which the said Term of Two thousand Years should have commenced in Possession until the same Principal Sums respectively should be raised as aforesaid, and should stand possessed of the said Two Sums of Eight thousand Pounds and Eight thousand Pounds, and the Interest thereof, so to be raised as aforesaid, upon and for such Trusts and Purposes as were therein-after expressed and declared concerning the same, and upon further Trust that his said Trustees, their Executors, Administrators, and Assigns, should permit the Person or Persons for the Time being entitled to the next immediate Remainder or Reversion expectant on the said Term of Two thousand Years to receive and take so much of the Rents and Profits of the said Manors, Estates, and Hereditaments comprised in the said Term as should not be applied for the Trusts or Purposes of the said Term; and in the said Codicil was contained a Proviso for making void the same Term when all the Trusts thereof should have been performed and satisfied, or have become unnecessary or incapable of taking effect, and the Costs and Charges of the Trustees of the same Term should have been paid and satisfied; and as to the Sums of Eight thousand Pounds and Eight thousand Pounds, therein-before provided to be raised, the said Testator directed that his said Trustees, their Executors, Administrators, and Assigns, should stand possessed of the same respectively in Trust for the said *Clara Peirse* and *Charles Henry Peirse* respectively, to be paid to them respectively at the same Ages or Times and with the same Benefit of Survivorship as he had therein-before declared concerning the said Two Sums of Two thousand Pounds and Two thousand Pounds therein-before bequeathed, in Trust for them respectively, and the Interest of the said Sums to be in the meantime applied for their respective Maintenance and Education; and in the said Codicil were contained Powers enabling the said *Edward Peirse*, as and when he should be in the actual Possession of the said Estate and Hereditaments, under the Limitations therein-before contained, to charge the said Estates and Hereditaments with Jointures for any Woman or Women whom he might thereafter marry, and with Portions for his Daughters and younger Sons respectively, to the Extent and in manner therein particularly mentioned; and in the said Codicil was contained a Proviso that the Limitations therein-before contained for the Benefit of the said *Edward Peirse* were upon the



the express Condition that in case he should become entitled to the said Estates in Possession he should within Twelve Calendar Months next after he should become so entitled in Possession under the said Limitation, and should have attained the Age of Twenty-one Years, bear the Surname, Arms, and Crest of "*Peirse*," in such Manner as in the said Will was required with respect to other Male Persons, and in case he should refuse or neglect so to do, then the Trust and Limitation for his Benefit should cease and be void, and the said devised Estates should go over to the Person or Persons next entitled thereto, in the same Manner as in the said Will was expressed in similar Cases; and the Proviso in the said Will contained relative to the bearing of such Surname, Arms, and Crest should be in all respects applicable to the said *Edward Peirse* and his Issue respectively, and their respective Interest in the said devised Estates, in the same Manner as if they had been in such Proviso expressly named; and after reciting that he was seised of or entitled to the perpetual Right of Presentation or Patronage of or to the Curacy of *Hutton Bonville* in the North Riding of the County of *York*, and also of or to the perpetual alternate Right of Presentation or Patronage to the Church of *Bedale* in the same County, and that the same Rights of Presentation and Patronage were respectively comprised in the Devise and Limitations contained in his said Will and Codicil, the said Testator revoked all the said Devises and Limitations so far only as the same concerned or applied to the said Right of Presentation or Patronage to or of the said Perpetual Curacy of *Hutton Bonville* and the said perpetual alternate Right of Presentation or Patronage to or of the said Church of *Bedale* with their Appurtenances, and in lieu thereof he gave and devised the same Rights of Presentation and Patronage respectively unto and to the Use of the said *Sir John Poo Beresford*, *William Lord Beresford*, and *William Walton*, their Heirs and Assigns, upon the Trusts therein mentioned: And whereas the said Testator died on or about the Fourteenth Day of *May* One thousand eight hundred and twenty-four, without having revoked or altered his said Will and Codicil, except so far as the said Will was revoked or altered by the said Codicil, leaving the said *Mary Ann Peirse*, the said *Georgiana Thomas* then *Georgiana Wrightson*, the Wife of *William Battie Wrightson* of *Cusworth* in the said County of *York*, Esquire, and the said Dame *Harriet Elizabeth Beresford*, his Coheirs at Law: And whereas the said Dame *Harriet Elizabeth Beresford* departed this Life on or about the Twenty-eighth Day of *February* One thousand eight hundred and twenty-five, leaving the said *Sir John Poo Beresford* her Husband her surviving, and leaving Issue *Henry William de la Poer Beresford*, her eldest Son and Heir at Law, and Four other Children, namely, *John George Beresford*, *Harriet Charlotte Beresford*, *Georgiana Beresford*, and *Marianne Catherine Emily Beresford*, and no other Issue: And whereas the said *William Walton* died in or about the Month of *September* One thousand eight hundred and thirty-three, leaving the said *John Monson*, and also the said *Sir John Poo Beresford*, and *William Lord Beresford* now Viscount *Beresford*, him surviving: And whereas the said *Clara Peirse* hath attained the Age of Twenty-one Years, and is unmarried: And whereas the said *Charles Henry Peirse* hath attained the Age of Twenty-one Years: And whereas the said *Edward Peirse* is a Minor of the Age of Nine-

[Private.]



teen Years or thereabouts, and is a Bachelor: And whereas there is no Issue of the said Marriage between the said *William Battie Wrightson* and *Georgiana* his Wife: And whereas the said *Henry William de la Poer Beresford* and *John George Beresford* are respectively Minors, and the said *Harriet Charlotte Beresford*, *Georgiana Beresford*, and *Marianne Catherine Emily Beresford* are respectively Minors, and unmarried: And whereas by an Order of the High Court of Chancery bearing Date the Twenty-third Day of *May* One thousand eight hundred and thirty-four, and made on the Petition of the said *Edward Peirse*, it was ordered that *William Henry Walton* Esquire be appointed Guardian of the said *Edward Peirse* for the Purposes of this Act: And whereas the Burgage Houses or Tenements, and Burgage Tofts or Frontsteads, devised by the herein-before in part recited Will of the said *Henry Peirse*, as herein-before is mentioned, are particularly mentioned and set forth in the First Part of the First Schedule to this Act; and the Burgage Houses or Tenements, and Burgage Tofts or Frontsteads, Parts or Shares whereof were devised by the said Will, as herein-before is mentioned, are particularly mentioned and set forth in the Second Part of the said First Schedule to this Act: And whereas the Freehold Messuages or Tenements, Lands, Tithes, Rents, undivided Parts or Shares, and other Hereditaments particularly mentioned and set forth in the Second Schedule to this Act are Parts of the Hereditaments devised by the said Will of the said *Henry Peirse*, as herein-before is mentioned, and the First Part of the said Second Schedule to this Act contains the Particulars of such of the same Hereditaments the Entirety whereof was so devised by the said *Henry Peirse*, and the Second Part of the same Schedule contains the Particulars of the Hereditaments whereof such undivided Parts or Shares were so devised by the said *Henry Peirse* as aforesaid: And whereas the said *Henry Peirse* at the Time of the Date and Execution of his said Will was seised of or entitled to the several Messuages, Buildings, Pieces or Parcels of Land, and Hereditaments particularly mentioned and set forth in the Third Schedule to this Act for all the Estate and Interest therein respectively under certain Leases granted thereof respectively by the Lord Bishop of *Durham* for the Lives of certain Persons in such Leases respectively named, and the Life of the longest Liver of them respectively, and was equitably entitled to the several Pieces or Parcels of Land and Hereditaments particularly mentioned and set forth in the Fourth Schedule to this Act for all the Estate and Interest therein respectively under certain Leases granted thereof respectively and of other Hereditaments in the same Leases respectively comprised, by the Lord Bishop of *Durham*, for the Lives of certain Persons in such Leases respectively named, and the Life of the longest Liver of them respectively, and the said *Henry Peirse* continued so seised and entitled respectively up to the Time of his Decease: And whereas since the Decease of the said *Henry Peirse* the Leases from the Lord Bishop of *Durham* of some of the said Leasehold Hereditaments comprised or mentioned in the said Third Schedule to this Act have been renewed in the Name of the said *Mary Ann Peirse*; and the First Part of the said Third Schedule to this Act contains the Particulars of the Lease of such of the said Hereditaments in the same Third Schedule comprised or mentioned as has not been renewed since



the Decease of the said *Henry Peirse*, and the Second Part of the said Third Schedule contains the Particulars of the said renewed Leases: And whereas since the Decease of the said *Henry Peirse* the Leases from the Lord Bishop of *Durham* of some of the said Leasehold Hereditaments comprised or mentioned in the said Fourth Schedule to this Act have been renewed; and the First Part of the said Fourth Schedule to this Act contains the Particulars of the before-mentioned Leases of the said Hereditaments comprised or mentioned in the same Schedule as have not been renewed since the Decease of the said *Henry Peirse*, and the Second Part of the said Fourth Schedule contains the Particulars of the renewed Lease of the Hereditaments the Lease whereof has been so renewed as last aforesaid: And whereas since the Death of the said Testator the said Property in the said Burgage Houses or Tenements, Burgage Tofts and Frontsteads in *Northallerton* aforesaid, has, from Circumstances which have occurred since the Death of the Testator, and which could not have been foreseen by him, become of less Value, and less desirable to be held by the said *Mary Ann Peirse* and the several other Persons entitled or to become entitled under the aforesaid Limitations contained in the said Will and Codicil of the said *Henry Peirse*: And whereas it would be greatly for the Advantage of the said *Mary Ann Peirse*, and of the several other Persons entitled or to become entitled under the aforesaid Limitations contained in the said Will and Codicil of the said *Henry Peirse*, if the said Burgage Houses or Tenements, and Burgage Tofts or Frontsteads, and Parts or Shares of Burgage Houses or Tenements, and Burgage Tofts or Frontsteads at or in *Northallerton* aforesaid, and the said Estates and Premises respectively comprised in the said Second, Third, and Fourth Schedules to this Act, were respectively vested in Trustees, in Trust to sell the same, and to lay out the Monies arising thereby in the Purchase of other Lands or Hereditaments to be settled to the subsisting Uses declared by the said Will and Codicil of the said *Henry Peirse* of the Estates so to be sold, with Power to lay out the said Monies or any Part thereof in or towards the Satisfaction and Discharge of any of the Principal Sums of Money charged on any of the said Estates by the said Will devised or limited in strict Settlement as herein-before is mentioned, and also with Power, until Sale, to make Partition of any of the Premises, consisting of an undivided Share or undivided Shares of any Messuages, Lands, Tenements, Rents, or Hereditaments; but by reason of the Limitations contained in the said Will and Codicil of the said *Henry Peirse* these Objects cannot be effected without the Aid and Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subjects the said *Mary Ann Peirse*, the said *Sir John Poo Beresford* on behalf of himself and his said infant Children, and the said *William Battie Wrightson* and *Georgiana* his Wife, do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the King's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That from and immediately after the passing of this Act all and singular the said Burgage Houses or Tenements, and Burgage Tofts or Frontsteads, and Parts or Shares of Burgage Houses or Tenements, and Burgage Tofts or Frontsteads, devised by the said Will of the said

*Henry*

Hereditaments in First, Second, Third, and Fourth



Schedules  
vested in  
Trustees for  
Sale.

*Henry Peirse*, as herein-before is mentioned, with their respective Appurtenances, (all which Burgage Houses or Tenements, and Burgage Tofts or Frontsteads, are particularly mentioned and described in the said First and Second Parts of the said First Schedule to this Act,) and also all and singular the said Messuages, Cottages, Lands, Tenements, Tithes, Rents, and Hereditaments, and Parts and Shares of Lands and Hereditaments particularly mentioned and described in the said Second Schedule to this Act, with their respective Appurtenances, shall be vested in and settled upon the said *Thomas Monson* and *Richard William Christopher Peirse*, their Heirs and Assigns, and all and singular the said Pieces or Parcels of Land and Hereditaments respectively mentioned and described in the said Third and Fourth Schedules to this Act, with their respective Appurtenances, shall be vested in and settled upon the said *Thomas Monson* and *Richard William Christopher Peirse*, their Heirs and Assigns, for all the Estate, Right, Title, Interest, or Benefit of Renewal therein respectively, either at Law or in Equity, devised or disposed of in and by the said Will of the said *Henry Peirse*, and the said Codicil thereto, or either of them, or which can or may be claimed therein respectively by any Person or Persons by virtue of or under the same Will and Codicil, or either of them, freed, acquitted, exonerated, and discharged, as to all and singular the said Estates and Hereditaments herein-before respectively vested and settled as aforesaid, of and from all and every the Uses, Estates, Trusts, Limitations, Powers, Charges, Provisoos, and Declarations in and by the said Will and Codicil of the said *Henry Peirse*, or either of them, limited, declared, or contained of and concerning the same respectively, but nevertheless upon the Trusts and for the Intents and Purposes herein-after expressed and declared of and concerning the same; (that is to say,) upon Trust that they the said *Thomas Monson* and *Richard William Christopher Peirse*, or the Survivor of them, or the Heirs or Assigns of such Survivor, do and shall, as soon as conveniently may be after the passing of this Act, with the Consent in Writing of the said *Mary Ann Peirse* during her Life, and after her Decease with the Consent in Writing of the Person or Persons who, under the Limitations or Trusts contained in the herein-before recited Will and Codicil of the said *Henry Peirse*, or either of them, or under this Act, shall for the Time being be beneficially entitled to the Rents and Profits of the Hereditaments and Premises hereby respectively vested and settled as aforesaid, or if such Person or Persons shall be an Infant or Infants, then with the Consent in Writing of his, her, or their Guardian or Guardians for the Time being, absolutely to sell and dispose of the said several Estates and Premises so hereby vested and settled as aforesaid, with their Appurtenances, either at one Time or at several Times, and either together or in Parcels, and either by public Auction or by private Contract, unto any Person or Persons whomsoever, for the best Price or Prices in Money that can at the Time of such Sale or Sales be reasonably obtained for the same, and with full Power and Authority for the said Trustees or Trustee for the Time being, with such Consent as aforesaid, to buy in the same Premises, or any Part or Parts thereof, at any Sale or Sales by public Auction, and to rescind, alter, or vary any Contract or Contracts which may be entered into for the Sale of the said Premises or  
any



any Part or Parts thereof, and to re-sell in manner aforesaid the said Hereditaments which shall be so bought in, or as to which the Contract or Contracts for Sale shall be so rescinded, without being answerable for any Loss which may be occasioned thereby; and, upon Payment in manner herein-after mentioned of the Purchase Money for the same Hereditaments and Premises, or for any Part or Parts thereof which shall be so sold, to convey, assign, surrender, and assure the same respectively unto and to the Use of the Purchaser or Purchasers thereof respectively, and his, her, or their Heirs and Assigns; or in such other Manner as he, she, or they shall direct; freed, acquitted, exonerated, and discharged as aforesaid.

II. And be it further enacted, That all and every the Sums and Sum of Money which shall arise from the Sale or respective Sales to be made in pursuance of this Act shall be paid, by the Person or Persons to whom such Sale or Sales shall be made, into the Bank of *England*, in the Name and with the Privity of the Accountant General of the High Court of Chancery, to be placed to his, her, or their Account there, "*ex parte* the Purchasers of the devised Estates of the late *Henry Peirse* Esquire," pursuant to the Method prescribed by the Act of the Twelfth Year of the Reign of King *George* the First, Chapter Thirty-two, and the General Orders of the said Court, and without Fee or Reward, according to the Act of the Twelfth Year of the Reign of King *George* the Second, Chapter Twenty-fourth.

Purchase Money to be paid into the Bank of England;

III. And be it further enacted, That out of the Monies to be paid into the Bank to the Account of "*ex parte* the Purchasers of the devised Estates of the late *Henry Peirse* Esquire," the Costs, Charges, and Expences preparatory to and attending the soliciting and applying for, and preparing, obtaining, and passing this Act, and also all the Costs, Charges, and Expences which shall have been incurred in relation to the Sale or Sales hereby directed, and the Execution of the Trusts herein-before declared, shall be in the first place paid and satisfied; and the Residue and Surplus of such Monies shall, with all convenient Speed, upon a Petition to be preferred to the said Court of Chancery in a summary Way by the said *Mary Ann Peirse* during her Life, and after her Death by the Person or Persons who, under the Limitations or Trusts contained in the said Will and Codicil of the said *Henry Peirse*, or either of them, would for the Time being if this Act had not been made be beneficially entitled in Possession to the Rents and Profits of the Hereditaments and Premises which shall so have been sold as aforesaid, or if such Person or Persons respectively shall be an Infant or Infants, then by his, her, or their Guardian or Guardians respectively, be laid out and invested, under the Direction of the said Court, in the Purchase of such Freehold or Copyhold Manors, Messuages, Lands, Tenements, or Hereditaments, whereof not more than One Sixth Part in Value shall be Copyhold, to be situate in any Part of *England* or *Wales*, as shall be approved of by the said Court; all which Premises so to be purchased as aforesaid shall be conveyed, settled, and assured to, for, and upon the Uses, Estates, Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoes, and Limitations,

and applied, under the Direction of the Court of Chancery, in the Purchase of other Estates.

[Private.]



tions, to, upon, for, with, under, and subject to which, if this Act had not been made, the said Hereditaments and Premises which respectively shall have been sold under or by virtue of this Act would at the Time of such Sale or Sales respectively have stood limited and settled, or been subject or liable, under or by virtue of the herein-before recited Will and Codicil of the said *Henry Peirse*, or either of them, or to, upon, for, with, under, and subject to such and so many of the same Uses, Trusts, Intents, Purposes, Powers, Provisoos, Limitations; and Declarations as shall be then subsisting undetermined or capable of taking effect, or as near and conformable thereto as may be and Circumstances will then permit.

Monies paid into the Bank to be applied, under the like Direction, in paying off Mortgages, &c.

IV. Provided always and be it further enacted, That it shall be lawful for the said *Thomas Monson* and *Richard William Christopher Peirse*, and the Survivor of them, and the Heirs or Assigns of such Survivor, with the Consent and Approbation of the said *Mary Ann Peirse* during her Life, and after her Decease with the Consent and Approbation of the Person or Persons who under and by virtue of the said Will and Codicil of the said *Henry Peirse*, or either of them, would in case this Act had not passed have been for the Time being beneficially entitled in Possession to the said Estates or Premises which shall have been so sold as aforesaid, or if such Person or Persons shall be under the Age of Twenty-one Years, then with the Consent and Approbation of his, her, or their Guardian or Guardians respectively for the Time being, to lay out and apply the Monies which shall be paid into the Bank of *England* as aforesaid, or any Part or Parts thereof, under the Direction of the said Court of Chancery, by any Order or Orders of the said Court, to be obtained upon Motion or Petition to be made or preferred in a summary Way "in the Matter of the settled Estates of *Henry Peirse* Esquire, deceased," in or towards paying off or discharging any Mortgage or Mortgages, or Charge or Charges which shall or may affect all or any of the said Manors, Messuages, Lands, Tenements, and Hereditaments first devised by the said Will of the said *Henry Peirse*, as hereinbefore is mentioned, other than and except the said perpetual Right of Presentation or Patronage of or to the Curacy of *Hutton Bonville*, and the said perpetual alternate Right of Presentation or Patronage to the Church of *Bedale*.

Until Purchases are made the Money to be laid out in Navy or Exchequer Bills.

V. And be it further enacted, That all Sums of Money which shall be paid into the Bank in the Name of the said Accountant General in manner herein-before directed, or so much thereof as shall not be ordered by the said Court of Chancery to be applied in Payment of Costs, Charges, and Expences as aforesaid, shall, in the meantime and until the same shall be invested in the Purchase of Manors, Messuages, Lands, Tenements, or Hereditaments as aforesaid, or be applied in or towards Discharge of any such Mortgage or Charge, or Mortgages or Charges as aforesaid, be from Time to Time laid out, under the Direction of the said Court of Chancery, in the Name of the said Accountant General, in the Purchase of Navy or Victualling or Exchequer Bills; and the Interest arising from the Bills so to be purchased, and the Money to be received from the same Bills respectively, or from any other Bills to be purchased as next herein-



after directed, when and as they shall respectively be paid off by Government, shall be laid out from Time to Time, under the like Direction of the said Court, in the Name of the said Accountant General, in the Purchase of other Navy or Victualling or Exchequer Bills; provided that it shall be lawful for the said Court of Chancery to make such General or Special Order or Orders, if necessary, that whensoever the Navy or Victualling or Exchequer Bills of the Date of those in the Hands of the said Accountant General shall be in a Course of Payment by Government, and new Navy or Victualling or Exchequer Bills shall be issued, such new Navy or Victualling or Exchequer Bills may be received in exchange for those which are in course of Payment as shall be effectual for enabling such Receipt in Exchange; and that in that event the Interest of the old Bills shall be laid out as before directed with respect to the Interest where the Bills are paid off as aforesaid; all which said Navy, Victualling, or Exchequer Bills, whether purchased or exchanged, shall be deposited in the Bank in the Name of the said Accountant General, and shall there remain until the same shall be wanted for any of the Purposes herein-before expressed, and until the same Navy or Victualling or Exchequer Bills shall, upon a Petition to be preferred to the said Court of Chancery in a summary Way by the said *Mary Ann Peirse*, or such other Person or Persons who for the Time being, if this Act had not been passed, would have been beneficially entitled in Possession to the Rents and Profits of the Hereditaments which shall have been so sold as aforesaid, or if such Person or Persons shall be under Age, then by his, her, or their Guardian or Guardians, be respectively ordered to be sold by the said Accountant General for completing any such Purchase or Purchases respectively, or for or towards paying off or discharging any such Mortgage or Charge, or Mortgages or Charges respectively, in such Manner as the said Court shall think fit and direct; and if the Money arising by Sale of such Navy, Victualling, or Exchequer Bills shall exceed the Amount of the original Money so laid out as aforesaid, then and in such Case only the Surplus which shall remain shall be paid to such Person or Persons respectively as during the Continuance of the Investment in such Bills would have been entitled to receive the Rents and Profits of the Hereditaments directed to be purchased, in case the same had been actually purchased in pursuance of this Act, or the personal Representative or Representatives of such Person or Persons, as Part of his, her, or their Personal Estate.

VI. And be it further enacted, That the Certificate or Certificates of the said Accountant General, together with the Receipt or Receipts of One of the Cashiers of the Bank of *England*, to be thereto annexed, and therewith filed in the Register Office of the said Court of Chancery, of the Payment into the Bank of *England* by such Purchaser or Purchasers of his, her, or their Purchase Money or Purchase Monies as aforesaid, or an Office Copy or Office Copies thereof, shall be and be deemed and taken to be a good and sufficient Discharge or good and sufficient Discharges to such Purchaser or Purchasers, and to his, her, or their Heirs, Executors, Administrators, and Assigns, for the same, or so much thereof as therein respectively shall be expressed to have been paid; and that such Purchaser or Purchasers, his, her, or their Heirs, Executors, Administrators, or Assigns, shall not afterwards

Certificates of Accountant General and Receipt of Cashier of the Bank of England to be a sufficient Discharge to Purchasers.



wards be liable to see to the Application of such Monies, nor be answerable or accountable for any Loss, Misapplication, or Nonapplication of the same.

Court of  
Chancery to  
make Orders  
as to Costs.

VII. Provided always, and be it further enacted, That it shall be lawful for the said Court of Chancery, and the said Court is hereby authorized and required, from Time to Time to make such an Order or Orders as the said Court shall think fit for taxing or settling the Costs, Charges, and Expences herein-before directed to be paid, and for taxing the Costs of the several Applications to the said Court respecting the Matters aforesaid, and the Costs of taking the said Monies out of the Bank, and investing such Monies in the Purchase of Manors, Lands, or Hereditaments as aforesaid, and settling the same Manors, Lands, and Hereditaments according to the Directions herein-before contained, or in or towards satisfying or discharging any such Mortgage or Charge, or Mortgages or Charges as aforesaid, and procuring the Hereditaments comprised in or affected by the same respectively to be re-conveyed or assigned or surrendered, or released and discharged from the same respectively, or otherwise in carrying the Trusts and Purposes of this Act into complete Execution, and also from Time to Time to make such Orders as the Court shall think fit for the Payment of all such Costs, Charges, and Expences as aforesaid out of the Monies which shall arise from the said Sales under this Act, and which shall be so paid into the Bank as aforesaid, or out of the Money arising from the Sale of the Navy, Victualling, or Exchequer Bills to be purchased or received in exchange as aforesaid; and it shall be lawful for the said Court of Chancery to make such further Order or Orders in relation to the Premises as the said Court shall think fit.

Persons be-  
neficially en-  
titled to re-  
ceive Rents  
until Estates  
are sold.

VIII. And be it further enacted, That in the meantime and until such respective Sales shall be made as aforesaid of the said Messuages, Lands, Tenements, Hereditaments, and Premises hereby authorized and directed to be sold, they the said *Thomas Monson* and *Richard William Christopher Peirse*, and the Survivor of them, and the Heirs and Assigns of such Survivor, shall permit and suffer the same Premises, or the unsold Part or Parts thereof for the Time being, to be held and enjoyed, and the Rents and Profits thereof to be had, received, and taken, by the said *Mary Ann Peirse*, or by such other Person or Persons as would respectively have been entitled thereto and ought to have held and enjoyed or have received and taken the same respectively in case this Act had not been made.

Trustees to  
concur with  
Lord Hare-  
wood in  
making a  
Partition,  
and to exe-  
cute Deeds;

IX. And be it further enacted, That it shall be lawful for the said *Thomas Monson* and *Richard William Christopher Peirse*, or the Survivor of them, or the Heirs or Assigns of such Survivor, at any Time or Times before the Sale of the said undivided Part or Parts of or in the said Burgage Houses or Tenements, and Burgage Tofts or Frontsteads, mentioned and described in the said Second Part of the said First Schedule to this Act, and of or in the Lands and Hereditaments mentioned and described in the said Second Part of the said Second Schedule to this Act, to join and concur with the Right Honorable *Henry Lord Harewood*, or any other Person or Persons, in making any



any Partition or Partitions of all or any Part of the same Burgage Houses or Tenements, and Burgage Tofts or Frontsteads, and Lands and Hereditaments, and to execute all Deeds and Assurances which shall be necessary or proper for carrying the same into effect.

X. And be it further enacted, That the said *Thomas Monson* and *Richard William Christopher Peirse*, and the Survivor of them, their or his Heirs or Assigns, shall stand and be seised of and interested in the Hereditaments which upon any such Partition or Partitions as aforesaid shall be allotted to or received by them or him in Severalty upon and for the same Trusts, Intents, and Purposes, and with, under, and subject to the same Powers and Provisoos upon, for, with, under, and subject to which they or he would, in case such Partition or Partitions respectively had not been made, have stood seised of the undivided Moiety in respect of which such Hereditaments shall have been so allotted or received in Severalty.

and to stand seised of any Allotment so made on such Partition.

XI. And be it further enacted, That upon any such Partition or Partitions as aforesaid it shall be lawful for the said *Thomas Monson* and *Richard William Christopher Peirse*, or the Survivor of them, or the Heirs or Assigns of such Survivor, to agree to receive or give any Sum or Sums of Money by way of Equality of Partition; and that any Sum or Sums of Money which shall so as aforesaid be agreed to be received by way of Equality of Partition shall be paid by the Person or Persons giving the same into the Bank of *England* in such and the same Manner, and shall be applied for the same Purposes and in the same Manner, and shall be subject to the same Provisions in all respects, and the Receipt or Receipts of One of the Cashiers of the Bank of *England* shall be a sufficient Discharge or sufficient Discharges for the same, in such and the same Manner as is or are herein-before expressed and declared of or concerning the Monies to arise from any such Sale or Sales as aforesaid; and further, that any Sum or Sums of Money to be agreed to be given by way of Equality of Exchange as aforesaid shall or may be raised and paid out of the Monies to be paid into the Bank of *England* under this Act, under the same Provisions and in the same Manner as herein-before is expressed or declared with respect to Monies to be applied in making any such Purchase or Purchases as aforesaid, or in or towards paying off and discharging any such Mortgage or Charge or Mortgages or Charges as aforesaid.

Trustees Receipts for Money received by way of Equality of Partition to be good Discharges.

XII. Provided always, and be it further enacted, That in case the said *Thomas Monson* and *Richard William Christopher Peirse*, or either of them, or any Trustee or Trustees who shall be appointed as herein-after mentioned, or their or any of their Heirs or Assigns, shall die or leave this Kingdom, and travel or reside Abroad, or be desirous of being discharged from, or refuse or decline or become incapable to act in the Trusts hereby created, before the said Trusts shall be fully performed and executed, then and in every such Case it shall be lawful for the said Court of Chancery, in a summary Way, on a Petition to be preferred by the said *Mary Ann Peirse* or other the Person or Persons who for the Time being shall, under or by virtue of the Limitations contained or expressed in the herein-before

For Appointment of new Trustees.

[Private.]



recited Will and Codicil of the said *Henry Peirse* or either of them, be beneficially entitled in Possession to the Rents and Profits of the Hereditaments hereby directed to be sold as aforesaid, if such Person or Persons shall be of full Age, but if such Person or Persons be under Age, then by his, her, or their Guardian or respective Guardians, to appoint any Person or Persons named by the said Court to be a Trustee or Trustees in the Room or Stead of the Trustee or Trustees so dying or leaving this Kingdom, or desiring to be discharged, or refusing, declining, or becoming incapable to act as aforesaid; and thereupon all the said Trust Estates, or such of them as shall remain unsold, shall with all convenient Speed be conveyed and assured in such Manner, and so that the same may become legally and effectually vested in such new Trustee or Trustees solely, or jointly with the surviving or continuing Trustee or Trustees, as the Circumstances of the Case shall require, upon the same Trusts, and for the same Intents and Purposes, and under and subject to the same Powers and Provisoos as are herein declared of and concerning the same, or such of them as shall be then subsisting or capable of taking effect; and such new Trustee and Trustees shall to all Intents and Purposes whatsoever have all the Powers and Authorities of the Trustee or Trustees in whose Room or Stead he or they shall be so substituted or appointed.

For preserv-  
ing the  
Rights of  
Annuitants  
on the re-  
maining Es-  
tates.

XIII. Provided always, and be it further enacted, That notwithstanding the passing of this Act the said *Georgiana Wrightson*, and any Husband whom she may leave her surviving; and any Husband whom the said *Mary Ann Peirse* may leave her surviving, and the said *Sir John Poo Beresford* and *Caroline Prevost* (otherwise *Caroline Sollicofre*), and their respective Assigns, shall continue entitled to receive the said respective Annuities or Yearly Rent Charges limited to or provided for them respectively by the said Will and Codicil of the said *Henry Peirse* respectively, by and out of the several Manors, Messuages, Lands, and Hereditaments by the said Will and Codicil respectively made subject thereto (other than and except the said Hereditaments hereby respectively vested and settled as aforesaid); and that the same Manors, Messuages, Lands, and Hereditaments, and every Part thereof (other than and except as aforesaid), shall continue liable to the said Annuities or Yearly Rent Charges respectively, and to the Powers and Remedies by the said Will and Codicil, or either of them, given or limited for recovering and enforcing the Payment thereof, in such and the same Manner as if the said Hereditaments hereby respectively vested and settled as aforesaid had never been charged with or liable to the same Annuities or Rent Charges, Powers and Remedies respectively.

Act not to  
affect Caro-  
line Sollicofre  
until her Con-  
sent is signi-  
fied and en-  
rolled in  
Chancery.

XIV. And whereas the said *Caroline Prevost* (otherwise *Caroline Sollicofre*) is now residing in *Paris*; be it therefore further enacted, That this Act shall not, nor shall any thing herein contained, be construed, deemed, or taken to affect or be conclusive upon or in any Manner to bind the said *Caroline Prevost* (otherwise *Caroline Sollicofre*); or her Assigns or Appointees, unless and until the said *Caroline Prevost* (otherwise *Caroline Sollicofre*) shall signify her Consent to this Act by Writing under her Hand; and attested by One or



more credible Witness or Witnesses; which Writing or Writings shall be enrolled in the High Court of Chancery within Three Years from the Date of the same; and such Consent may be given in the Form or to the Effect following; (that is to say,)

‘ I *Caroline Sollicofre* do hereby consent to an Act of Parliament  
 ‘ passed in the \_\_\_\_\_ Year of the Reign of His  
 ‘ present Majesty King *William* the Fourth, intituled *An Act for*  
 ‘ *vesting Part of the settled Estates devised by the Will of Henry*  
 ‘ *Peirse Esquire, deceased, in Trustees, upon Trust to sell, and to apply*  
 ‘ *the Monies arising therefrom, under the Direction of the High Court*  
 ‘ *of Chancery, in the Purchase of other Estates to be settled to the same*  
 ‘ *Uses, with Power to pay off Incumbrances, so far as the said Act can*  
 ‘ or may affect or concern me, my Assigns or Appointees, or any  
 ‘ Person or Persons claiming or to claim by, from, or under me.  
 ‘ Given under my Hand this \_\_\_\_\_ Day of \_\_\_\_\_  
 ‘ Witness \_\_\_\_\_

XV. Saving always to the King's most Excellent Majesty, His Heirs and Successors, and to all and every other Person and Persons, Bodies Politic and Corporate, his, her, and their respective Heirs, Successors, Executors, Administrators, and Assigns, (other than and except the said *Mary Ann Peirse* and her Heirs, and the First and other Son and Sons of the said *Mary Ann Peirse*, and the Heirs Male of the Body and respective Bodies of such Son or Sons, and all and every the Daughters and Daughter of the said *Mary Ann Peirse*, and the Heirs of the Body and respective Bodies of such Daughter and Daughters; and except any Husband of the said *Mary Ann Peirse*, his Executors, Administrators, and Assigns; and except the said *Henry William de la Poer Beresford* and his Heirs, and the said *John George Beresford*, and the Heirs Male of the respective Bodies of the said *Henry William de la Poer Beresford* and *John George Beresford*, and the said Daughters of the said *Harriet Elizabeth Beresford*, and the Heirs of their respective Bodies; and except the said *Sir John Poo Beresford*, his Executors, Administrators, and Assigns; and except the said *Georgiana Wrightson* and her Heirs, and her First and other Son and Sons, and the Heirs Male of the Body and respective Bodies of such Son or Sons, and all and every the Daughters and Daughter of the said *Georgiana Wrightson*, and the Heirs of the Body and respective Bodies of such Daughter or Daughters; and except the said *William Battie Wrightson*, and any future Husband of the said *Georgiana Wrightson*, and their respective Executors, Administrators, and Assigns; and except the said *Edward Peirse* and his First and other Sons, and the Heirs Male of the Body and respective Bodies of such Son and Sons; and except the said *Charles Henry Peirse* and *Clara Peirse*, in respect of their Portions under the said Term of Two thousand Years; and except the said *John Monson*, his Executors, Administrators, and Assigns; and except the said *Sir John Poo Beresford* and the said *William Viscount Beresford*, and the Executors, Administrators, and Assigns of the Survivor of them; and except all and every other Persons and Person having or claiming, or who shall or may have or claim, any Estate, Charge, Right, Title, or Interest, at Law or in Equity, of, in, to, out of, or upon the said Messuages, Lands, Tenements, Tithes,

General  
Saving.



Tithes, Rents, Hereditaments, and Premises hereby vested and settled as aforesaid, or any of them, or any Part or Parts thereof respectively, under or by virtue of the said Will and Codicil of the said *Henry Peirse*, or either of them,) all such Estate, Right, Title, Interest, Claim, or Demand whatsoever, at Law or in Equity, of, in, to, or out of the same Hereditaments and Premises hereby respectively vested and settled as aforesaid, or any of them, or any Part or Parts thereof respectively, as they, every or any of them, had before the passing of this Act, or would or might have had, held, or enjoyed in case this Act had not been passed.

Act to be  
printed by  
the King's  
Printers.

XVI. And be it further enacted, That this Act shall be printed by the several Printers to the King's most Excellent Majesty duly authorized to print the Statutes of the United Kingdom; and a Copy thereof so printed by any of them shall be admitted as Evidence thereof by all Judges, Justices, and others.



The FIRST SCHEDULE referred to by the foregoing Act.

PART 1st.

Burgage Houses or Tenements, and Burgage Tofts or Frontsteads, situate in the Town of Northallerton in the County of York.

Tenants Names.	Nos. on the Plan.	Particulars.	Quantity.			Annual Rents.		
			A.	R.	P.	£	s.	d.
Overseers of the Poor	4	Dwelling House and Offices, with Yard and Garden, occupied by Ann Pattison -	0	0	29	0	10	0
	4	Dwelling House and Yard, occupied by Richard Spence -	0	0	3	0	15	0
William Pattison -	6	Dwelling House and Offices, with Yard and Garden -	0	0	34	0	4	0
George Mennell -	7	Dwelling House, Warehouse, Stable and small Offices, Yard and Garden -	0	0	34	3	0	0
Widow Calvert -	12	Dwelling House, &c. small Yard and Garden -	0	0	4	3	0	0
John Archer -	13	Ditto Ditto -	0	0	2	2	7	0
John Swainson -	13	Dwelling House, Stable, &c. with small Yard -	0	0	2	2	5	0
James Willerby -	14	Dwelling House, &c. with small Yard -	0	0	2½	0	2	0
Catherine Wilson -	15	Ditto Ditto -	0	0	2½	0	2	0
Ann Swainson -	16	Ditto Ditto -	0	0	3½	0	5	0
Mary Walton -	16	Dwelling House -	0	0	0½	2	0	0
Francis Deighton -		Croft and Garden behind the last Seven Dwelling Houses -	0	2	32	2	0	0
Henry Sedgwick -	22	Two Dwelling Houses, with Stable and other Offices, Yard, Garden, and Stack Yard	0	1	20	5	0	0
Widow Chayter -	25	Two Dwelling Houses, Cowhouse and Offices, with Yard and Garden -	0	0	12	1	10	0
John Jefferson -	{ 26 and 27 }	Dwelling House -	0	0	2	0	4	0
	28	Ditto -	0	0	2	2	10	0
Elizabeth Dale -	32	Dwelling House and Offices, with Yard and Garden -	0	0	25	2	10	0
Henry Dale -	32 a	Dwelling House, Workshops, and Offices, with Yard -	0	0	6	2	11	6

[Private.]



Tenants Names.	Nos. on the Plan.	Particulars.	Quantity.			Annual Rents.		
			A.	R.	P.	£	s.	d.
Jane Dowson -	34	Dwelling House, Stable, and sundry Offices, Yard, Orchard, Garden, and Garth -	1	0	10	13	0	0
John Lowther -	35	Dwelling House, &c. with small Yard and Garden -	0	0	4	1	0	0
John Walker -	36	Ditto Ditto -	0	0	5	0	10	0
Lucy Simpson -	46	Pack Horse Inn, with Stables, Barn, and sundry other Offices, Yards, and Garden -	0	1	24	10	0	0
Elizabeth Scott -	64	King's Head Inn, with extensive Stabling, Coach Houses, Barn, and other Offices, with Yards, and small Garden -	0	2	7	45	0	0
William Deighton -	87	Dwelling House, Painter's Shop, and sundry Offices, Yard, and Garden -	0	1	0	11	10	0
William Harland -	103	Dwelling House, Coal House, &c. and Yard	0	0	2½	1	18	0
Widow Harland -	104	Ditto Ditto -	0	0	2½	1	18	0
William Flower -	105	Dwelling House and Cowhouse -	0	0	1½	0	15	0
Francis Bedingfield -	106a	Croft behind the Three last Dwelling Houses	0	3	27	3	10	0
William Deighton -	{106 and 107}	Dwelling House occupied by Robert Simeson, with Stable, Garden, Plantation, and Croft -	0	3	19	4	4	0
Henry Harrison -	108	Dwelling House, Stable, &c., with Garden and Croft -	0	2	16	6	0	0
Elizabeth Hart -	109	Dwelling House, Coal House, &c., Yard and Garden -	0	0	20	3	0	0
John Sewell -	110	Do. Do. -	0	0	24	3	0	0
Thomas Barker -	111	Dwelling House, Stable, Coal House, &c. with Yard and Garden	0	1	4	6	0	0
John Peacock -	{119 and 120}	Dwelling House, occupied by himself and William Peacock, with Stable and sundry Offices, Yard, and Garden -	0	1	2	28	0	0
Francis Bedingfield -	{135 and 136}	Dwelling House, Coach House, Stabling, and sundry Offices, with Yard and Garden -	0	1	2	32	10	0
Jonathan Wigfield -	133	Dwelling House, Stable, and other Offices, occupied by himself, with Yard and Garden, and Two small Dwelling Houses in the Yard, occupied by George Wilson and Mary Walton -	0	0	23	21	0	0



Tenants Names:	Nos. on the Plan.	Particulars.	Quantity.			Annual Rents.		
			A.	R.	P.	£	s.	d.
Francis Deighton -	139	Dwelling House, Stables, and sundry Offices, with Yard and Garden - -	0	0	27	18	0	0
Abraham Peacock -	163	Two Dwelling Houses and Offices, occupied by himself and Mrs. Bettenev, with Yard and small Garden -	0	0	8	8	0	0
William Smith -	163	Two Dwelling Houses, &c. occupied by himself and William Grundy, with Yard -	0	0	2	1	10	0
Elizabeth Cook -	164	Two Dwelling Houses, &c. occupied by herself and William Maule, with Yard -	0	0	7	0	14	0
Joseph Clemishaw -	170	Dwelling House, Warehouse, and other Offices, with Yard -	0	0	9	0	18	0
William Chapman -	181	Dwelling House, Stable, &c. with Yard and Garden - -	0	0	10	0	10	0
John Snowball -	193	Dwelling House, &c. Yard and Garden, occupied by Ann Todd, Widow - -	0	0	9	} 4	0	0
James Sayer -	193 a	Croft - -	0	2	27			
James Sayer -	194	Dwelling House, &c. Yard and Garden -	0	0	6	1	10	0
Catherine Bateman -	195	Do. Do. -	0	0	9	0	4	0
Ann Davidson -	196	Dwelling House, &c. and Garden -	0	0	3	1	0	0
Henry Sedgwick -	197	Dwelling House, &c. and Garden, occupied by Tho <sup>s</sup> Wright -	0	0	5	0	1	0
	197 a	Do. Do. occupied by George Buston	0	0	5	0	1	0
	198	Do. Do. occupied by James Pearson - -	0	0	8	0	2	0
	199	Dwelling House and Offices, with Gateway and Yard -	0	0	7	} 10	1	0
	199 a	Croft behind the Five last Dwelling Houses	2	0	0			
William Askwith -	201	Dwelling House, &c. Yard and Garden -	0	1	2	0	16	0
John Hall -	202	Dwelling House, &c. and Yard - -	0	0	4	3	0	0
			11	3	2½	273	17	6



FIRST SCHEDULE — *continued.*

## PART 2nd.

The undivided Moieties or Parts or Shares of Burgage Houses or Tenements, and of Burgage Tofts or Frontsteads, situate in the Town of Northallerton in the County of York.

Tenants Names.	Nos. on the Plan.	Particulars.	Quantity.			Annual Rents.		
			A.	R.	P.	£	s.	d.
John Smith - -	{ 10 and 11 }	Two Dwelling Houses, &c. occupied by Widow Todd and William Wilkinson, with Garden by John Smith	0	1	10	2	0	0
Trustees of the National School.	20	Two Dwelling Houses, &c. occupied by George Spivey and George Stephenson, with Yard and Garden	0	0	38	0	16	0
Jonathan Robinson -	21	Two Dwelling Houses, &c. occupied by himself and Robert Brown, with Yard, Garden, and Orchard -	0	1	30	2	10	0
Widow Watson -	33	Dwelling House, &c. with Yard and Garden	0	0	12	5	2	4
William Lightley -	97	Dwelling House and Offices, Yard and Garden -	0	1	4	10	0	0
Francis Hirst - -	102	Three Dwelling Houses, &c. occupied by George Thornton, John Hogg, and Anne Pickering, with Yard, Garden, Orchard, and Croft occupied by Francis Hirst -	2	1	18	6	0	0
Miss Walker - -	121	Dwelling House and Offices, Yard and Garden -	0	0	22	8	0	0
Thomas Gamble -	129	Dwelling House, &c. Yard and Garden -	0	0	8	4	0	0
Richard Maine -	129a	Do. Do. -	0	0	14	4	0	0
Thomas Hunter -	176	Dwelling House, &c. occupied by Mr. Greenwood, with Yard and Garden -	0	0	12	0	10	0
Isabella Elwood -	178	Dwelling House, &c. and Yard -	0	0	3	2	0	0
Ann Elwood - -	179	Do. Do. -	0	0	2	1	10	0



Tenants Names.	Nos. on the Plan.	Particulars.	Quantity.			Annual Rents.				
			A.	R.	P.	£	s.	d.		
Isaac Thompson	182	Two Dwelling Houses, &c. occupied by Thomas Pattison and Richard Gill, with small Yard and Garden	0	0	8½	}	0	10	6	
	182 a	Dwelling House, &c. and Garden	0	0	7					
John Sanders Walton	183	Do. Do.	0	1	19		0	10	6	
George Chapman	184	Public House, Brewhouse, Stables, &c. occupied by George Chapman, with Three Dwelling Houses occupied by Thomas Stronghair, Mr. Whitehead, and Joseph Ridley, with Yard, Garden, and Croft	0	2	36		6	6	0	
Edward Johnson	81	Dwelling House, &c. occupied as an Inn	0	1	14		0	11	0	} This is let on Lease, which expires in 1853.
Thomas Wilkinson	{29and} 30	Burgage House and Premises	-	-	-		0	2	0	
Robert Bray	38	Do. Do.	-	-	-		0	2	0	} Granted on Lease for long Terms of Years.
Isaac Thompson	63	Do. Do.	-	-	-		0	1	0	
Robert Smith	69	Do. Do.	-	-	-		0	2	0	
Thomas Pockett	74	Do. Do.	-	-	-		0	2	0	
Thomas Layfield	91	Do. Do.	-	-	-		0	2	0	
Witney Smith	99	Do. Do.	-	-	-		0	2	0	
Barley's Devises	116	Do. Do.	-	-	-		0	2	0	
John Reed	125	Do. Do.	-	-	-		0	2	0	
Henry Sedgwick	134	Do. Do.	-	-	-		0	2	0	
Widow Watson	{140and} 141	Do. Do.	-	-	-		0	2	0	
Jabez Punderson	143	Do. Do.	-	-	-		0	2	0	
Charles Cade	154	Do. Do.	-	-	-		0	2	0	
Isaac Thompson	160	Do. Do.	-	-	-		0	2	0	
Thomas Broads	{115 a&b}	Do. Do.	-	-	-		0	5	0	
William Peacock	115 c	Do. Do.	-	-	-		1	4	0	
Marshall's Devises	115	Do. Do.	-	-	-		0	2	0	
			5	2	17		57	4	11	

John Humphries.

[Private.]

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The SECOND SCHEDULE referred to by the foregoing Act.

PART the 1st.

Freehold Lands, Rents, and Hereditaments situate within the Township, Precincts, or Territories of Northallerton in the County of York, and the Tithes of Corn and Grain within the said Township.

Tenants Names.	Nos. on the Plan.	Particulars.	Quantity.			Annual Rents.		
			A.	R.	P.	£	s.	d.
Henry Sedgwick	158	Ox Close	11	1	19			
	159	Do.	6	0	25			
	160	Do.	4	2	10			
	161	Do.	3	2	16			
			25	2	30	50	0	0
Thomas Watson	210	Gallicar	13	0	30	18	0	0
Francis Hirst	358 c	East Side of Scholate Pasture	2	0	13	2	0	0
Jane and Thomas Wood	386	Black Hill	3	3	3			
	419	Do.	0	2	35			
	420	Do.	3	2	2			
	421	Do.	2	0	36			
	422	Do.	2	0	28			
	424	Do.	2	1	32			
	425	Do.	4	3	24			
	426 pt. 439	Do.	2	3	10			
			30	2	10	19	0	0
Thomas Hunter	545	Field near Greenhow-sike	4	2	14	11	0	0
William Welbank		Fee Rent	-	-	-	0	12	0
Stubbs Walker		Do. Do.	-	-	-	0	8	0
		The Tithes of Corn and Grain arising within and throughout the Township of Northallerton	-	-	-	250	0	0

Lands, &c. in the Township of Northallerton, collected.

Tenants Names.	Contents in each Farm.			Present Rents.		
	A.	R.	P.	£	s.	d.
Henry Sedgwick	25	2	30	50	0	0
Thomas Watson	13	0	30	18	0	0
Francis Hirst	2	0	13	2	0	0
Jane and Thomas Wood	30	2	10	19	0	0
Thomas Hunter	4	2	14	11	0	0
William Welbank	-	-	-	0	12	0
Stubbs Walker	-	-	-	0	8	0
	76	0	17	101	0	0
The Tithes	-	-	-	250	0	0
				£351	0	0



A Freehold Estate situate within the Township of Brompton in the Parish of Northallerton in the County of York.

Tenants Names.	Nos. on the Plan.	Particulars.	Quantity.	Annual Rents.
			A. R. P.	£ s. d.
Widow James	600	First Ingledale's Close	6 2 12	
	601	2nd Do.	5 2 12	
	602	3rd Do.	6 0 27	
	603	4th Do.	8 3 4	
	604	Far Do.	4 0 1	
				31 0 16

BIRKBY FARMS.

Freehold Messuages, Cottages, Lands, and Hereditaments situate within the Parish of Birkby in the County of York.

Philip Philips	91	Croft	1 1 1	
	93	Ransom Garth, Merchant Garth, and Croft	6 1 30	
	97	Garth	5 2 37	
	97a	Farm House and Offices with Yards and Garden	0 2 0	
	98	Batts	3 3 23	
	123	Simpson's Field	7 2 16	
	124	Metcalf's Low Garth	5 3 22	
	125	Metcalf's High Garth	5 3 7	
	126	High Wood Hill	5 3 18	
	127	Low Wood Hill	5 2 4	
	128a	Part of Lea Field	4 2 10	
	151	Rotherford Field	16 1 22	
	152	Mill Field	11 2 18	
	153	Merchant Garth End	13 0 18	
	154	South Town End Field	7 3 13	
	160	Cowsan Pasture	9 2 17	
			111 2 16	122 0 0
Rev <sup>d</sup> . Thomas Morley	92	Newton Garth and Garden	1 3 15	
	98a	Part of Pond Batts	7 0 27	
	75	Anthony Holme	12 2 12	
	76	Cow Gap	2 1 34	
	77	Cow Gap Ings	5 2 8	
	78	Stockdale Holme	23 1 5	
	79	Farm House and Offices with Yards and Garden	0 2 18	
	80	High Garth and Cape Garth	5 2 10	
	81	South Bottom and North Bottom	3 1 14	
86	Hall Garth	5 0 0		
			67 1 23	100 0 0



Tenants Names.	Nos. on the Plan.	Particulars.	Quantity.			Annual Rents.		
			A.	R.	P.	£	s.	d.
Geo. Nightingale -	100	South Hill Field -	7	1	7			
	101	Ewe Close -	7	3	7			
	102	FarmHouse and Offices with Yards and Garden, and Garth and Plantation -	3	1	16			
	103	House Close -	4	2	36			
	104	Bean Field -	8	1	5			
	105	White Close -	8	2	13			
	106	Cape Close -	9	2	11			
	107	West Lane Butts -	7	2	0			
	107a	Do. -	13	1	22			
	108	East Lane Butts -	5	3	16			
	117	Lare Butts Swang -	7	0	10			
	118	Whinney Field -	7	0	0			
	118a	Do. -	3	0	16			
	118b	Do. -	8	2	33			
	119	SouthMerchantBottom -	4	3	16			
	120	West Whinney Field -	9	0	0			
	121	North Hill Close -	13	2	0			
128	Low Field -	7	0	5				
129	NorthMerchantBottom -	6	2	27				
150	Low Field -	13	3	3				
			157	0	3	130	0	0
Thomas Martin -	109	West New Leas -	5	0	12			
	110	Low New Leas -	5	2	32			
	111	Do. -	8	2	31			
	112	South New Leases -	4	1	18			
	113	Do. -	6	0	30			
	114	North New Leases -	11	2	20			
	115	Farm House and Offices, Yard, Garden, and Garth -	0	3	8			
			42	1	31	45	0	0
George Walker -	122	Part of Middle Field -	8	0	37			
	122a	Do. -	5	2	0			
	123	Cottage, House, &c. with Yard and Garden -	0	0	25			
			13	3	22	20	0	0
Overseers of the Poor of Birkby -	123a	Four Cottages, &c. and Gardens -	0	1	35	8	0	0
On hand -	128b	Part of Lea Field, now a Plantation -	3	1	10			
	160a	Part of South Townend Field, now a Plantation -	0	2	14			
			3	3	24	4	0	0



Birkby Farms, &c. collected.

Tenants.	Contents in each Farm.			Present Rents.		
	A.	R.	P.	£	s.	d.
Philip Philips -	111	2	16	122	0	0
The Revd. Tho <sup>s</sup> . Morley -	67	1	23	100	0	0
Geo. Nightingale -	157	0	3	130	0	0
Tho <sup>s</sup> . Martin -	42	1	31	45	0	0
Geo. Walker -	13	3	22	20	0	0
Overseers of Birkby -	0	1	35	8	0	0
On Hand -	3	3	24	4	0	0
	396	2	34	429	0	0

PART the 2nd.

The undivided Moieties or Parts or Shares of Lands and Hereditaments situate within the Township, Precincts, or Territories of Northallerton in the County of York.

Tenants Names.	Nos: on the Plan.	Particulars.	Contents in each Farm.			Present Rents.		
			A.	R.	P.	£	s.	d.
John Sanders Walton	49 50 574	GrindstoneCrook Close	2	3	0			
		Do. -	2	2	3			
		Croft at the South End of Northallerton -	2	0	0			
			7	1	3	13	0	0

John Humphries.



The THIRD SCHEDULE referred to by the foregoing Act.

PART the 1st.

Lands and Hereditaments situate within the Township, Precincts, or Territories of Northallerton in the County of York, held under a certain Lease for Lives granted thereof by the Lord Bishop of Durham, and of which the said Henry Peirse was seised at the Date of his Will, and which Lease has not been renewed since the Decease of the said Henry Peirse.

Tenants Names.	Nos. on the Plan.	Particulars.	Quantity.			Annual Rents.		
			A.	R.	P.	£	s.	d.
Nathaniel Russell	312	Half Marsh Flatt and Cowhouse - -	1	3	2			
	312a	Half Marsh Flatt -	3	1	23			
Bowman Thomas	313	Half Marsh Flatt and Cowhouse - -	4	0	32			
			9	1	17	36	5	0

Lives: James Smith, Michael Danby, and William Scruton, of the respective Ages of 90, 65, and 29 Years.



## Third Schedule—continued.

## PART the 2nd.

Messuages, Lands, and Hereditaments situate within the Township, Precincts, or Territories of Northallerton in the County of York, the Leases of which have since the Decease of the said Henry Peirse been renewed in the Name of the said Mary Ann Peirse.

Tenants Names.	Nos. on the Plan.	Particulars.	Contents.			Total Contents of Land in each Lease.			Total present Annual Rent of each Lease.		
			A.	R.	P.	A.	R.	P.	£	s.	d.
Thomas Broad	186	Castle Mill Batts or Spring Wells	1	2	11						
William Hepton	186	Do. Do. and Cowhouse	1	2	36						
William Peacock	186	Do. Do.	0	3	16						
Jabez Punderson	186	Do. Do.	0	1	32						
John Wilkin Brown	197	Mawpace Close and Cowhouse	5	1	5						
Robert Smith	198	Mawpace Close	5	1	32						
	498 & 500	Close near Notter Bottom	3	3	21						
John Peacock	201	Mawpace Close	5	1	22						
Robert Robinson	202	Do.	5	3	11						
Elizabeth Scott	203	Do. and Barn and Cowhouse	5	1	20						
	204	Do. Gravel Hole Field	5	3	39						
	276	Brompton Lane Field	6	3	16						
	277	Close East of Do.	4	3	10						
	278	Close North of Do.	5	0	20						
	286	Turker Close	8	0	22						
	287	Close at the North End of Do.	6	2	0						
	318	South Half Marsh Flatt	4	2	33						
	319	North Do.	5	2	39						
	480	Close adjoining Greenhowsike Lane	6	0	20						
	481	Close adjoining Notter Bottom Lane	4	1	7						
	487	Close adjoining Notter Bottom	7	3	14						
	491	Close adjoining Black Hill	8	2	28						
Charles Cade	205	Mawpace Close	5	2	38						
Thomas Watson	244	Gaskin Willows	3	1	22						
Jane Dawson	245	Ditto	2	2	19						
Thomas Hunter	279	Sander's Close in Two	7	2	0						
Lucy Simpson	284	High Tucker Close	5	1	30						
	285	Low Tucker Close	6	1	24						
Isaac Thompson	288	High Tucker Close	7	0	34						
	289	Low Tucker Close in Two	8	0	5						
Hannah Guthrie	316	Sigston Lane Close	3	3	0						
Richard Blanchard	317	Ditto	2	0	18						
Francis Hirst	356	Red Bank	15	3	6						
	441	Bank Close	12	1	34						



Tenants Names.	Nos. on the Plan.	Particulars.	Contents.			Total Contents of Land in each Lease.			Total present Annual Rent of each Lease.				
			A.	R.	P.	A.	R.	P.	£	s.	d.		
Francis Hirst	443 and 446 444 445 447 448	Bank Close -	8	2	39								
		Ditto -	9	2	4								
		Ditto -	11	0	12								
		Ditto -	10	1	34								
		FarmHouse and Offices, Yard, Garden, and Home Close -	11	0	14								
		Garth -	1	2	20								
		Greenhowsike Close -	9	3	36								
		Ditto -	3	1	19								
		Jane and Thomas Wood	411 412 413 414 416 428	Black Hill Close -	3	3	0						
				Ditto -	4	2	0						
Ditto -	1			3	20								
Ditto -	1			2	31								
Ditto -	3			0	5								
Farm House and Offices and Home Close -	8			0	29								
Notter Bottom Close -	5			3	0								
Greenhowsike Close -	7			3	35								
Thomas Pearson	486	Greenhowsike Close -	7	3	35								
		Notter Bottom Close -	5	0	20								
Ann Grundy	522	Notter Bottom Close -	5	0	20								
		South Side of Greenhowsike -	1	2	14								
Henry Sedgwick	476	Greenhowsike Close -	4	1	14								
		South Greenhowsike Close -	5	2	0								
Francis Bedingfield	479	North Do. -	4	3	32								
		Greenhowsike Lane Close -	2	2	34								
Widow James	482 586 587 588 589 590 591 592 593 594 595 596 597 598 599 599a	Close South of ditto -	5	2	2								
		Bullamoore -	8	3	30								
		Ditto -	13	2	39								
		Ditto -	15	2	36								
		Ditto -	7	1	6								
		Horse Pasture -	14	0	0								
		FarmHouse and Offices, Yards and Garden -	0	1	29								
		Bullamoore -	9	0	2								
		Ditto -	11	1	13								
		Ditto -	16	2	18								
		Ditto -	8	3	24								
		Ditto -	6	2	19								
		Ditto -	9	2	37								
		Ditto -	14	2	4								
		Ditto -	1	2	21								
		Ditto -	1	0	0								
		Isaac Hodgson	599a	Ditto -	1	0	0	462	3	16	590	14	0
Ditto -	7			2	39								
Widow James	583a 584	Ditto -	8	2	25								
		Ditto -	16	1	24	6	6	9					
William Dixon	322 322a	North Sigstone Lane Close -	4	2	8								
		South ditto -	4	1	17								
Christopher Langdale	323 323a	North Tucker Close -	3	0	13								
		South ditto -	3	2	22	15	2	20	38	9	6		

Lives: William Barnaby Ainslie, Charles Compton Cavendish, and James Lupton, of the respective Ages of 47, 41, and 16 Years.

Lives: Thomas Grimstone, Jonathan Wigfield, and Charles Milbank Peirse, of the respective Ages of 39, 22, and 22 Years.

Lives: Thomas Grimstone, Jonathan Wigfield, and Charles Milbank Peirse, of the respective Ages of 39, 22, and 22 Years.



Tenants Names.	Nos. on the Plan.	Particulars.	Contents.			Total Contents of Land in each Lease.			Total present Annual Rent of each Lease.		
			A.	R.	P.	A.	R.	P.	£	s.	d.
Francis Hirst	241	Dunnas Close	6	2	37	29	0	39	51	19	10
Elizabeth Scott	467	Greenhowsike	4	1	20						
	469	Ditto	1	3	14						
	471	Ditto	11	0	32						
Jabez Punderson	544	Bank Road Close	5	0	16						
Francis Hirst	357	Scholate Pasture	8	2	11						
	pt. 358	Ditto	4	3	31						
Jane and Thos. Wood	404	New Closes	4	2	0						
	pt. 439	Black Hill	1	1	12						
Elizabeth Scott	290a	Windmill Flatts or Cowdess Close	3	2	2						
	291a	Ditto	4	3	20						
George Chapman	539	Greenhowsike Lane Close	3	2	32						
Thomas Watson	540	Great Middle Close	3	2	22						
	541	Little Do.	1	0	30						
Thomas Pearson	542	Sigstone Lane Close	5	3	22						
Francis Hirst	290	Tucker's Close	7	0	22	22	3	8	69	0	6
	293	Ditto	6	0	20						
	294	Ditto	2	1	11						
	297	Ditto	5	3	33						
	298	Ditto	2	2	34						
Robert Smith	291	Ditto	6	0	38						
John Walker	292	Ditto	3	3	22						
Elizabeth Scott	295	Ditto	10	0	14						
	300	Ditto	1	3	30						
	303	Ditto	0	2	32						
	305	Ditto	3	1	30						
	452	Greenhowsike Field	5	2	23						
	453	Ditto	2	2	26						
Henry Sedgwick	296	Tucker Close	5	1	23						
Isaac Thompson	299	Ditto	2	1	0						
Lucy Simpson	301	Ditto	4	1	12						
William Dixon	302	Ditto	1	0	0						
Thomas Watson	304	Ditto	3	0	34						
	310	Ditto	1	3	37						
Nathaniel Russell	306	Ditto	3	2	10						
	311b	Ditto	1	1	33						
Thomas Lunn	307	Ditto	0	2	28						
Thomas Wright	308	Ditto	2	3	25						
George Masterman	309	Ditto	2	0	5						
Richard Blanchard	311	Ditto	1	3	27						
Christopher Langdale	311a	Ditto	1	3	12						
Thomas Bowman	311c	Ditto	0	0	32						
William Lightly	454	Greenhowsike Field	2	1	33						
Thomas Barker	455	Ditto	3	3	36						
						98	0	2	148	19	8

Lives: Thomas Grimstone, Jonathan Wigfield, and Lupton Jackson, of the respective Ages of 39, 22, and 17 Years.

Lives: Thomas Grimstone, Henry William de la Poer Beresford, and John George Beresford, of the respective Ages of 39, 13, and 12 Years.

Lives: George Jackson, Henry William de la Poer Beresford, and William Fowle, of the respective Ages of 34, 13, and 19 Years.

Lives: William Kirtland, Rev<sup>d</sup>. John Bowness, and William Lushington Thomas Harris, of the respective Ages of 40, 40, and 20 Years.

John Humphries.



## The FOURTH SCHEDULE referred to by the foregoing Act.

## PART 1st.

Lands and Hereditaments situate within the Township, Precincts, or Territories of Northallerton in the County of York, to which Henry Peirse, Esquire, was equitably entitled at the Date of his Will, under a certain Lease granted thereof, and of other Hereditaments in the same Lease comprised, by the Lord Bishop of Durham, and which Lease has not since been renewed.

Tenants Names.	Nos. on the Plan.	Particulars.	Contents.	Total Contents of Land in each Lease.	Total present Annual Rent of each Lease.	
			A. R. P.	A. R. P.	£ s. d.	
Francis Hirst - -	358	Part of Scholate Pasture - -	2 0 13			Lives: David Smith, George Wailes, jun., and John Jefferson, of the respective Ages of 86, 27, and 45 Years.
Elizabeth Scott -	464	In open Greenhowsike	1 0 3			
James Lightfoot -	505	In Notter Bottom -	0 1 20	3 1 36	3 9 6	
John Tanfield -	537	North Long Pasture -	4 0 20			Lives: Mary Mitchell, William Welbank, and Godfrey Hirst, of the respective Ages of 66, 55, and 39 Years.
Hannah Guthrie -	538	South Long Pasture -	3 3 20	8 0 0	25 10 0	
				11 1 36	28 19 6	

## PART the 2nd.

Lands and Hereditaments of which the said Henry Peirse was equitably entitled at the Date of his Will, the same being Part of certain Hereditaments comprised in a Lease from the Lord Bishop of Durham, which Lease since the Death of the said Henry Peirse has been renewed.

Elizabeth Scott -	314	Ware Banks - -	3 0 33			Lives: Edwin Hirst, Godfrey Hirst, and Robert Webster, of the respective Ages of 51, 39, and 32 Years.
Robert Hare - -	314a	Ditto - - -	2 3 11			
Elizabeth Scott -	315	Ditto - - -	4 2 20			
Richard Blanchard -	315a	Ditto - - -	3 2 26			
Francis Hirst -	358	Part of Scholate Pasture - -	2 0 13	16 1 23	52 0 11	

*John Humphries.*